

ORDINANCE NO. 12-29

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA ACCEPTING THE OFFER FROM AMERICAN ADVANCED TECHNICIANS INSTITUTE, CORP., A FLORIDA CORPORATION, TO PURCHASE TWO VACANT PARCELS OF LAND OWNED BY THE CITY: (1) FOLIO NO. 04-2026-001-0322, CONSISTING OF 17,859.60 SQUARE FEET OF TOTAL AREA, AND (2) FOLIO NO. 04-2026-001-0325 CONSISTING OF 14,374.80 FEET OF TOTAL AREA, LOCATED INSIDE AN AREA EAST OF WEST 19 COURT, IF EXTENDED, SOUTH OF WEST 79 STREET, IF EXTENDED, AND NORTH OF WEST 76 STREET, HIALEAH, FLORIDA, FOR THE SUM OF \$75,000.00 AND AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO EXECUTE A QUITCLAIM DEED TRANSFERRING TITLE TO THE PROPERTY AND EXECUTING ANY OTHER DOCUMENTS IN FURTHERANCE THEREOF AND AUTHORIZING THE PAYMENT OF CUSTOMARY CLOSING COSTS IN CONNECTION THEREWITH; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Hialeah, Fla., Ordinance 07-63 (June 30, 2007), City of Hialeah obtained title to a vacant parcel of land, now designated as Folio No. 04-2026-001-0325, from Bing Construction Corp. in lieu of payment of a developer contribution towards the construction of a CBS wall in the FPL easement area; and

WHEREAS, pursuant to Hialeah, Fla., Ordinance 11-32 (June 14, 2011), City of Hialeah obtained title to a vacant parcel of land, Folio No. 04-2026-001-0322, from Bing Construction Corp. in lieu of payment of a developer contribution towards the construction of a CBS wall in the FPL easement area; and

WHEREAS, according to the County tax records, the assessed value and the fair market value of the vacant parcel, Folio No. 04-2026-001-322, is \$13,530.00 and the assessed value and fair market value of the vacant parcel, now designated as Folio No. 04-2026-001-325 is \$10,890.00, representing a total fair market value of \$24,420.00; and

WHEREAS, the City of Hialeah finds it in its best interest to sell the property to the for \$75,000.00 since the property is of limited use to the City, was intended to sold to

help defray the cost of the CBS wall separating the adjacent residential area from the FPL utility easement area, and the offered price exceeds the fair market value of the vacant parcels.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby accepts the offer from American Advanced Technicians Institute, Corp., a Florida corporation, to purchase two vacant parcels of land owned by the City: (1) Folio No. 04-2026-001-0322, consisting of 17,859.60 square feet of total area, and (2) Folio No. 04-2026-001-0325, consisting of 14,374.80 square feet of total area, located inside an area east of West 19 Court, if extended, south of West 79 Street, if extended, and north of West 76 Street, Hialeah, Florida, for the sum of \$75,000.00 and authorizes the Mayor to execute a quitclaim deed transferring title to the property and executing any other documents in furtherance thereof and the payment of any customary closing costs in connection therewith.

Section 3: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: Penalties.

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be assessed a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall

occur shall constitute a separate offense. In addition to the penalty described above, the City may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 5: Severability Clause.

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 6: Effective Date.

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

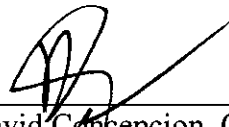
PASSED and ADOPTED this 22nd day of May, 2012.

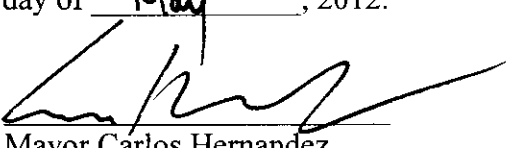
THE FOREGOING ORDINANCE
OF THE CITY OF HIALEAH WAS
PUBLISHED IN ACCORDANCE
WITH THE PROVISIONS OF
FLORIDA STATUTE 166.041
PRIOR TO FINAL READING.


Isis Garcia Martinez
Council President

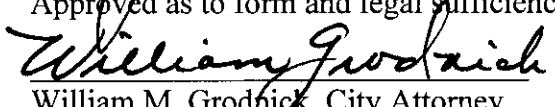
Attest:

Approved on this 24 day of May, 2012.


David Concepcion, City Clerk


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


William M. Grodnick, City Attorney

ORDINANCE NO. 07-63

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA ACCEPTING A QUITCLAIM DEED FROM BING CONSTRUCTION CORP., A FLORIDA CORPORATION, AS A SUCCESSOR IN INTEREST TO K & E CONSTRUCTION CORP., CONVEYING ALL RIGHT, TITLE AND INTEREST TO A VACANT PARCEL OF LAND TO THE CITY OF HIALEAH CONSISTING OF APPROXIMATELY 14,400 SQUARE FEET LOCATED INSIDE AN AREA EAST OF WEST 19 COURT, IF EXTENDED, SOUTH OF WEST 79 STREET, IF EXTENDED, AND NORTH OF WEST 76 STREET, HIALEAH, FLORIDA FOLIO NO. 04-2026-001-0322 IN CONSIDERATION OF \$10.00; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bing Construction Corp., a Florida corporation, offered to convey its right, title and interest to a vacant parcel of land consisting of 14,400 square feet within Pilot Parking Area No. 2 subject to an Florida Power & Light easement having an assessed value in \$49,665.00 as of 2006; and

WHEREAS, on December 22, 2006, the existing long-term lease between Bing Construction Corp., as landlord, and Investment Emporium, LLC, as tenant, was terminated; and

WHEREAS, the City of Hialeah finds it in its best interest to accept this offer of land and shall use the property for a public purpose consistent zoning regulations as adopted from time to time.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby accepts a quitclaim deed from Bing Construction Corp., a Florida corporation, as a successor in interest to K & E Construction Corp., conveying all right, title and interest to a vacant parcel of land to the City of Hialeah to the City of Hialeah consisting of approximately 14,400 square feet located inside an area east of West 19 Court, if extended, south of West 79 Street, if extended, and north of West 76 Street, Hialeah, Florida, Folio No. 04-2026-001-0322, in consideration of \$10.00, and legally described as follows:

THE EAST 160 FEET OF THE NORTH 90 FEET OF
THE SOUTH 240 FEET OF TRACT 18 LESS THE
SOUTH 40 FEET OF THE EAST 160 FEET OF TRACT
18 OF CHAMBERS LANDS COMPANY SUBDIVISION
AS LOCATED IN THE NORTHWEST ¼ OF SECTION
26, TOWNSHIP 52 SOUTH, RANGE 40 EAST,
ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 2, PAGE 68, OF THE
PUBLIC RECORDS OF MIAMI-DADE COUNTY,
FLORIDA.

Section 3: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: Penalties.

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall

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Property Information

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Select Item

☐ Text only☐ Property Appraiser Tax Estimator☐ Property Appraiser Tax Comparison

Summary Details:

Folio No.:	04-2026-001-0322
Property:	
Mailing Address:	CITY OF HIALEAH
Address:	501 PALM AVE HIALEAH FL 33010-

Property Information:

Primary Zone:	0100 SINGLE FAMILY RESIDENCE
CLUC:	0080 VACANT LAND GOVERNMENT
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	17,859.60 SQ FT
Year Built:	0
Legal Description:	26 52 40 .41 AC CHAMBERS LAND CO PB 2-68 E160FT OF TR 18 LESS S40FT & LESS N90FT OF E160FT & LESS N90FT OF S240FT OF E160FT OF TR 18

Assessment Information:

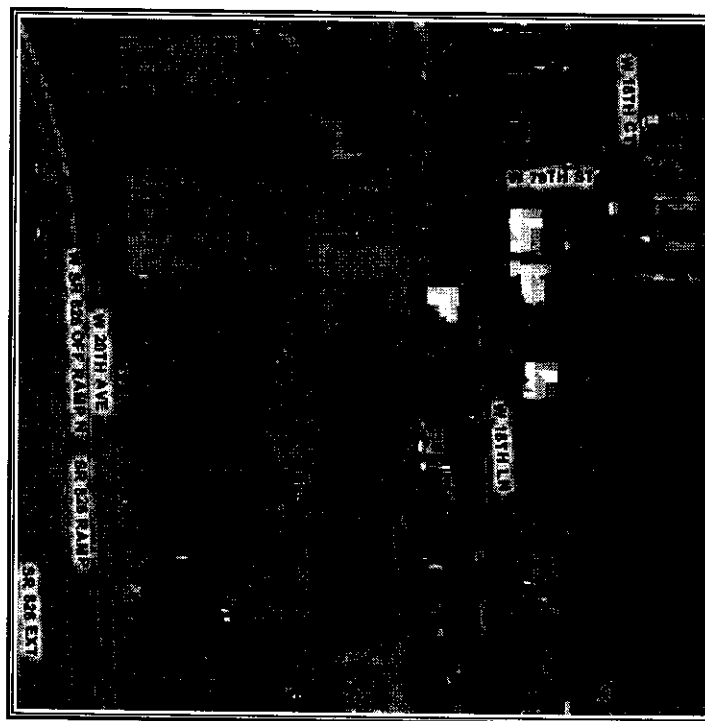
Year:	2011	2010
Land Value:	\$13,530	\$16,810
Building Value:	\$0	\$0
Market Value:	\$13,530	\$16,810
Assessed Value:	\$13,530	\$16,810

Taxable Value Information:

Year:	2011	2010
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	\$10,194/ \$3,336	\$0/\$16,810
County:	\$10,194/ \$3,336	\$0/\$16,810
City:	\$10,194/ \$3,336	\$0/\$16,810
School Board:	\$10,194/ \$3,336	\$0/\$16,810

Sale Information:

Sale Date:	4/2011
Sale Amount:	\$100
Sale O/R:	27671-3023
	Corrective deed, quit claim deed, or tax deed; Deed bearing Florida Documentary Stamp at the minimum rate



Aerial Photography - 2009

0 116 ft

Legend

- Property Boundary
- Selected Property
- Street
- Highway
- Miami-Dade County
- Water



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Sales	prescribed under Chapter
Qualification	201, F.S.; Transfer of
Description:	ownership where no doc stamps were paid; or, Transfer of ownership by other than a deed such as a final judgement or court order.
View Additional Sales	

Additional Information:

Click here to see more information for this property.
Community Development District
Community Redevelopment Area
Empowerment Zone
Enterprise Zone
Zoning Land Use
Urban Development Boundary
Zoning
Non-Ad Valorem Assessments
Environmental Considerations

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ACTIVE TOOL: SELECT



Show Me:

Property Information

Search By:

Select Item

☐ Text only

☐ Property Appraiser Tax Estimator

☐ Property Appraiser Tax Comparison

Summary Details:

Folio No:	04-2026-001-0325
Property:	
Mailing Address:	CITY OF HIALEAH
Address:	501 PALM AVE HIALEAH FL 33010-4719

Property Information:

Primary Zone:	0100 SINGLE FAMILY RESIDENCE
CLUC:	0080 VACANT LAND GOVERNMENT
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	14,374.80 SQ FT
Year Built:	0
Legal Description:	26 52 40 0.33 AC CHAMBERS LAND CO PB 2-68 E160FT OF N90FT OF S240FT OF TR 18 FAU 04 2026 001 0322

Assessment Information:

Year:	2011	2010
Land Value:	\$10,890	\$13,530
Building Value:	\$0	\$0
Market Value:	\$10,890	\$13,530
Assessed Value:	\$10,890	\$13,530

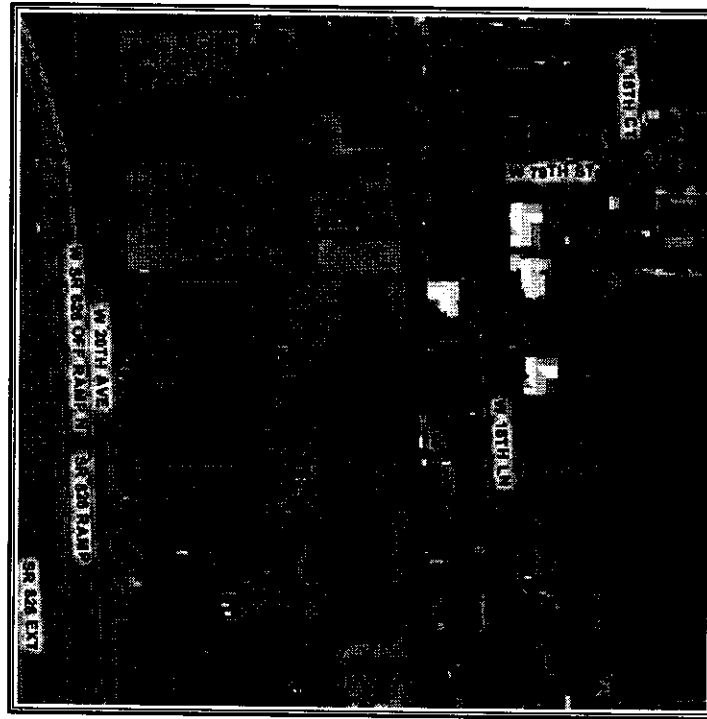
Taxable Value Information:

Year:	2011	2010
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	\$10,890/\$0	\$13,530/\$0
County:	\$10,890/\$0	\$13,530/\$0
City:	\$10,890/\$0	\$13,530/\$0
School Board:	\$10,890/\$0	\$13,530/\$0

Additional Information:

Click here to see more information for this property:

- Community Development District
- Community Redevelopment Area
- Empowerment Zone
- Enterprise Zone
- Zoning Land Use
- Urban Development Boundary
- Zoning
- Non-Ad Valorem Assessments
- Environmental Considerations



Aerial Photography - 2009

0 116 ft

Legend

- Property Boundary
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- Street
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 or wish to send us your comments, questions or suggestions
 please email us at [Webmaster](#).

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occur shall constitute a separate offense. In addition to the penalty described above, the City may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 5: Severability Clause.

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 6: Effective Date.

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED and ADOPTED this 26 day of June, 2007.

THE FOREGOING ORDINANCE
OF THE CITY OF HIALEAH WAS
PUBLISHED IN ACCORDANCE
WITH THE PROVISIONS OF
FLORIDA STATUTE 186.041
PRIOR TO FINAL READING.



Esteban Bovo
Council President

Attest:

Approved on this 30 day of June, 2007.



Rafael E. Granado, City Clerk



Mayor Julio Robaina

Approved as to form and legal sufficiency:



William M. Grodnick, City Attorney

Ordinance was adopted by a
unanimous vote with
Councilmembers Bovo, Caragol,
Casals-Muñoz, Gonzalez,
Hernandez, Miel and Yedra
voting "Yes".

ORDINANCE NO. 11-32

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA ACCEPTING A QUITCLAIM DEED FROM BING CONSTRUCTION CORP., A FLORIDA CORPORATION, AS A SUCCESSOR IN INTEREST TO K & E CONSTRUCTION CORP., CONVEYING ALL RIGHT, TITLE AND INTEREST TO A VACANT PARCEL OF LAND TO THE CITY OF HIALEAH CONSISTING OF APPROXIMATELY 17,860 SQUARE FEET LOCATED INSIDE AN AREA EAST OF WEST 19 COURT, IF EXTENDED, SOUTH OF WEST 79 STREET, IF EXTENDED, AND NORTH OF WEST 76 STREET, HIALEAH, FLORIDA FOLIO NO. 04-2026-001-0322 IN CONSIDERATION OF \$10.00; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Hialeah, Fla., Ordinance 07-63 (June 30, 2007), accepted a quitclaim deed from Bing Construction Corp., a Florida corporation, conveying all right, title and interest to a vacant parcel of land consisting of 14,400 square feet within Pilot Parking Area No. 2 subject to a Florida Power & Light easement, having an assessed value of \$49,665.00 as of 2006; and

WHEREAS, the City of Hialeah assumed ownership and possession of the property, obtaining a Folio No. 04-2026-001-0325, while the balance of the vacant parcel of land remained in the ownership of Bing Construction Corp, retaining the original Folio No. 04-2026-001-0322; and

WHEREAS, in 2010, Bing Construction Corp. offered to convey its right, title and interest to the retained portion of the vacant land, Folio No. 04-2026, subject to a Florida Power & Light easement and payment of past-due taxes of \$2,894.74, having an assessed value of \$16,810.00, reduced from a 2009 assessed valuation of \$33,620.00; and

WHEREAS, the City of Hialeah finds it in its best interest to accept this offer of land and shall use the property for a public purpose consistent zoning regulations as adopted from time to time.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby accepts a quitclaim deed from Bing Construction Corp., a Florida corporation, as a successor in interest to K & E Construction Corp., conveying all right, title and interest to a vacant parcel of land to the City of Hialeah to the City of Hialeah consisting of approximately 17,860 square feet located inside an area east of West 19 Court, if extended, south of West 79 Street, if extended, and north of West 76 Street, Hialeah, Florida, Folio No. 04-2026-001-0322, in consideration of \$10.00, and legally described as follows:

THE EAST 160 FEET OF TRACT 18, LESS THE SOUTH 40 FEET, AND LESS THE NORTH 90 FEET, OF THE EAST 160 FEET, AND LESS THE NORTH 90 FEET OF THE SOUTH 240 FEET OF THE EAST 160 FEET, OF TRACT 18 OF CHAMBERS LAND COMPANY SUBDIVISION AS LOCATED IN THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 68, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Section 3: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: Penalties.

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be assessed a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having

jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty described above, the City may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 5: Severability Clause.

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 6: Effective Date.

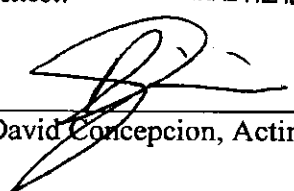
This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED and ADOPTED this 14th day of June, 2011.

THE FOREGOING ORDINANCE
OF THE CITY OF HIALEAH WAS
PUBLISHED IN ACCORDANCE
WITH THE PROVISIONS OF
FLORIDA STATUTE 166.041


Isis Garcia-Martinez
Council Vice President

Attest: PRIOR TO FINAL READING. Approved on this ___ day of ___, 2011.


David Concepcion, Acting City Clerk


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


William M. Grodnick, City Attorney

PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE:

CITY OF HIALEAH, a Florida municipal corporation ("Seller"),

and AMERICAN ADVANCED TECHNICIANS INSTITUTE CORP ("Buyer"),

agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: SEE ATTACHED EXHIBIT "A"

Legal Description:

SEE ATTACHED EXHIBIT "A"

including all improvements and the following additional property:

NONE - VACANT LAND ONLY

PRICE AND FINANCING

2. PURCHASE PRICE: \$ 75,000.00 payable by Buyer in U.S. funds as follows:

(a) \$ 100.00 Deposit received (checks are subject to clearance) on _____

by _____ for delivery to LOTT & LEVINE
Signature Name of Company ("Escrow Agent")

(Address of Escrow Agent) 9155 SOUTH DADELAND BOULEVARD, SUITE 1014, MIAMI, FLORIDA 33155

(Phone # of Escrow Agent) (305) 670-0700

(b) \$ _____ Additional deposit to be delivered to Escrow Agent by _____
or _____ days from Effective Date (10 days if left blank).

(c) 25,000.00 Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ _____ Other: _____

(e) \$ 49,900.00 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

☐ (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify: _____) prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a calculation of total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:

3. CASH/FINANCING: (Check as applicable) ☐ (a) Buyer will pay cash for the Property with no financing contingency.

☒ (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the "Financing") within _____ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever occurs first) (the "Financing Period"). Buyer will apply for Financing within _____ days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☐ (1) New Financing: Buyer will secure a commitment for new third party financing for \$ _____ or _____% of the purchase price at the prevailing interest rate and loan costs based on Buyer's creditworthiness. Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.

☒ (2) Seller Financing: Buyer will execute a ☒ first ☐ second purchase money note and mortgage to Seller in the amount of \$ 25,000.00, bearing annual interest at 0 % and payable

as follows: DUE AND PAYABLE IN FULL ONE YEAR FROM DATE OF CLOSING

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days from Effective Date, give Buyer written notice of whether or not Seller will make the loan.

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.

☐ (3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to _____ LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this agreement will terminate and Buyer's deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered MAY 1, 2012 ("Closing Date"). Unless the Closing Date is specifically extended by the Buyer and Seller or by any other provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, financing and feasibility study periods. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller-provided title evidence, surveys, association documents and other items.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's checks if Seller requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on the deed
Recording fees for documents needed to cure title
Title evidence (If applicable under Paragraph 8)
Other: SELLER'S ATTORNEYS FEES

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Lender's title policy at the simultaneous issue rate
Inspections
Survey and sketch
Insurance
Other: BUYER'S ATTORNEYS FEES AND OWNER'S TITLE POLICY

(c) Title Evidence and Insurance: Check (1) or (2):

☐ (1) The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment. ☐ Seller will select the title agent and will pay for the owner's title policy, search, examination and related charges or ☐ Buyer will select the title agent and pay for the owner's title policy, search, examination and related charges or ☐ Buyer will select the title agent and Seller will pay for the owner's title policy, search, examination and related charges.
☒ (2) Seller will provide an abstract as specified in Paragraph 8(a)(2) as title evidence. ☐ Seller ☒ Buyer will pay for the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(e) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and Buyer will pay all other amounts. If special assessments may be paid in installments ☒ Buyer ☐ Seller (if left blank, Buyer) shall pay installments due after closing. If Seller is checked, Seller will pay the assessment in full prior to or at the time of closing. Public body does not include a Homeowner Association or Condominium Association.

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.

(f) **Tax Withholding:** If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 10% of the amount realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) Seller provides Buyer with an affidavit that Seller is not a "foreign person", (2) Seller provides Buyer with a Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is \$300,000 or less, Buyer is an individual who purchases the Property to use as a residence, and Buyer or a member of Buyer's family has definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires Buyer and Seller to have a U.S. federal taxpayer identification number ("TIN"). Buyer and Seller agree to execute and deliver as directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent. If Seller applies for a withholding certificate but the application is still pending as of closing, Buyer will place the 10% tax in escrow at Seller's expense to be disbursed in accordance with the final determination of the IRS, provided Seller so requests and gives Buyer notice of the pending application in accordance with Section 1445. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement. Buyer will timely disburse the funds to the IRS and provide Seller with copies of the tax forms and receipts.

(g) **1031 Exchange:** If either Seller or Buyer wishes to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

PROPERTY CONDITION

6. LAND USE: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, with conditions resulting from Buyer's inspections and casualty damage, if any, excepted. Seller will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

(a) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) **Government Regulation:** Buyer is advised that changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if Buyer has checked choice (c)(2) below.

(c) **Inspections: (check (1) or (2) below)**

☒ (1) **Feasibility Study:** Buyer will, at Buyer's expense and within 10 days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for VEHICLE PARKING use.

During the Feasibility Study Period, Buyer may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate to determine the Property's suitability for the Buyer's intended use. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals.

Seller gives Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, from expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (1) repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and (2) release to Seller all reports and other work generated as a result of the inspections.

Buyer will deliver written notice to Seller prior to the expiration of the Feasibility Study Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☐ (2) **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

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(d) **Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", Buyer may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which Buyer executes this Contract. If Buyer elects to cancel within the period provided, all funds or other property paid by Buyer will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may cancel this Contract by written notice to the other within 10 days from Buyer's receipt of Seller's notification, failing which Buyer will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: ~~Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to Seller's status.~~

(a) **Title Evidence:** ~~Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent Buyer's intended use of the Property~~

~~as~~
~~covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Seller will discharge at or before closing. Seller will deliver to Buyer Seller's choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). Seller will use option (1) in Palm Beach County and option (2) in Dade County.~~

(1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

(2) **An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to Seller, then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to Seller then ~~(1) above will be the title evidence.~~ Title evidence will be delivered no later than 10 days before Closing Date.

(b) **Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. ~~Seller will have 30 days from receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.~~

(c) **Survey:** Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above.

(d) **Coastal Construction Control Line:** If any part of the Property lies seaward of the coastal construction control line as defined in Section 161.053 of the Florida Statutes, Seller shall provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME; FORCE MAJEURE:

(a) **Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and delivers final offer or counteroffer. Time is of the essence for all provisions of this Contract.

(b) **Time:**

All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

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(c) **Force Majeure:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the Buyer or Seller and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and Buyer's deposit shall be refunded.

10. NOTICES: All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice, document or item delivered to or received by an attorney or licensee (including a transaction broker) representing a party will be as effective as if delivered to or by that party.

11. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. This Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: Buyer may not assign this Contract without Seller's written consent. The terms "Buyer", "Seller", and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 14. Seller will also be liable to Broker for the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 14; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among Brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) **Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission. ("FREC"). Buyer and Seller will be bound by any resulting award, judgment or order. A broker's obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so chooses, applies only to brokers and does not apply to title companies, attorneys or other escrow companies.

(b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

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ESCROW AGENT AND BROKER

300 **15. ESCROW AGENT:** Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow
 301 and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this
 302 Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for
 303 misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this
 304 Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing
 305 fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or
 306 equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be
 307 arbitrated, so long as Escrow Agent consents to arbitrate.

308 **16. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations
 309 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,
 310 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect
 311 of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property condition,
 312 environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all
 313 representations (oral, written or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to
 314 rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and
 315 facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including
 316 reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in
 317 connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller
 318 hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage
 319 based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at
 320 Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended,
 321 including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and
 322 (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their
 323 respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will
 324 be treated as a party to this Contract. This paragraph will survive closing.

325 **17. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to Closing
 326 Agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
 327 separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker
 328 has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse
 329 brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by
 330 Seller or listing broker to cooperating brokers.

331 NONE
 332 Selling Sales Associate/License No. _____ Selling Firm/Brokerage Fee: (\$ or % of Purchase Price) _____

333 NONE
 334 Listing Sales Associate/License No. _____ Listing Firm/Brokerage Fee: (\$ or % of Purchase Price) _____

ADDITIONAL TERMS

336 18. ADDITIONAL TERMS:

337 (a) SELLER EXTENDS AND INTENDS NO WARRANTY AND MAKES NO REPRESENTATIONS OF ANY TYPE,
 338 EITHER EXPRESS OR IMPLIED, AS TO THE MARKETABILITY OF TITLE TO THE PROPERTY, ITS PHYSICAL
 339 CONDITION, OR USE(S) ALLOWED OR PERMITTED BY LAW.

341 (b) SELLER SHALL CONVEY TITLE TO THE PROPERTY BY QUIT CLAIM DEED.

343 (c) THIS CONTRACT IS SUBJECT TO, AND CONTINGENT UPON, THE APPROVAL OF THE CITY COUNCIL OF
 344 THE CITY OF HIALEAH.

347 Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.
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348 _____
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358 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

359 **OFFER AND ACCEPTANCE**

360 (Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)
361 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy
362 delivered to Buyer no later than _____ ☐ a.m. ☐ p.m. on _____ this
363 offer will be revoked and Buyer's deposit refunded subject to clearance of funds.

364 **COUNTER OFFER / REJECTION**

365 ☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver
366 a copy of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from
367 the date the counter is delivered. ☐ Seller rejects Buyer's offer.

AMERICAN ADVANCED TECHNICIANS INSTITUTE CORP.

368 Date: _____ Buyer: _____
369 Print name: _____

370 Date: _____ Buyer: _____
371 Phone: _____ Print name: _____
372 Fax: _____ Address: _____
373 Email: _____

CITY OF HIALEAH, a Florida municipal corporation,

374 Date: _____ Seller: _____
375 Print name: _____

376 Date: _____ Seller: _____
377 Phone: _____ Print name: _____
378 Fax: _____ Address: _____
379 Email: _____

380 **Effective Date:** _____ (The date on which the last party signed or initialed and delivered the final offer or counteroffer.)

381 Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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EXHIBIT "A"

East 160 Feet of Tract 18, less the South 40 feet, and less the North 90 feet, of the East 160 feet, and less the North 90 feet, of the South 240 feet, of the East 160 feet, of Tract 18, of the CHAMBERS LAND COMPANY SUBDIVISION, located in the NW 1/4 of Section 26, Township 52 South, Range 40 East, lying and being in Miami-Dade County, Florida,

Folio #04-2026-001-0322,

and

The East 160 Feet, of the North 90 Feet of the South 240 Feet, of Tract 18, of the CHAMBERS LAND COMPANY SUBDIVISION, located in the Northwest 1/4 of Section 26, Township 52 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, at Page 68, of the Public Records of Miami-Dade County, Florida,

Folio #04-2026-001-0325.

ADDENDUM TO CONTRACT

This is an Addendum to the Vacant Land Contract ("Contract"), by and between THE CITY OF HIALEAH, a Florida municipal corporation ("Seller"), and AMERICAN ADVANCED TECHNICIANS INSTITUTE CORP. ("Buyer"), concerning the following described property:

EAST 160 FEET OF TRACT 18, LESS THE SOUTH 40 FEET, AND LESS THE NORTH 90 FEET, OF THE EAST 160 FEET, AND LESS THE NORTH 90 FEET, OF THE SOUTH 240 FEET, OF THE EAST 160 FEET, OF TRACT 18, OF THE CHAMBERS LAND COMPANY SUBDIVISION, LOCATED IN THE NW 1/4 OF SECTION 26, TOWNSHIP 52 SOUTH, RANGE 40 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA (Folio #04-2026-001-0322)

And

THE EAST 160 FEET, OF THE NORTH 90 FEET OF THE SOUTH 240 FEET, OF TRACT 18, OF THE CHAMBERS LAND COMPANY DIVISION, LOCATED IN THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 68, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA (Folio #04-2026-001-0325) (the "Property").

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree to modify and amend the Contract as follows:

1. The Seller agrees that, if any municipal liens have been imposed on the Property, the Seller will satisfy same at closing.
2. The Seller agrees that, if there are any open building permits related to the Property, such permits will be closed by the Seller.
3. The Seller agrees that, if there are any pending municipal code violations related to the Property, such violations will be deemed cured at closing and the Buyer will not be required to take any curative action.
4. The Seller agrees that, if there are any municipal assessments levied or otherwise outstanding against the Property, such assessments will be paid in full by Seller at closing and the Buyer will not be obligated for any such assessments. The Seller also represents and warrants to the Buyer that there are no pending or planned municipal assessments or municipal

improvements contemplated or commenced which could result in an assessment against the Property.

5. The Buyer operates a night school on property nearby the Property and is purchasing the Property as an enhancement to its school. Buyer shall therefore have a period of sixty days ("Inspection Period") to inspect the Property and to determine its suitability for the Buyer's intended purpose including, but not limited to, its physical condition, the availability of lighting, and the maximum number of parking spaces allowed by municipal and applicable agency regulations. During the Inspection Period the Buyer shall be authorized, but not required, at its expense, to prepare and file an application for a variance, together with all required supporting documents, such as a site plan, with the appropriate governmental body to allow the use and operation of the Property as a parking lot, with lighting and a minimum of 95 parking spaces, by its students and employees until 11:00 p.m. each weekday or weekend day in which its night school is in operation nearby. Seller shall cooperate with Buyer in Buyer's efforts to obtain such variance, if applied for, and does hereby grant Buyer the authority to sign and execute a variance application, and will execute such documents and provide whatever reasonable assistance and documentation the Buyer may request, so long as no expenses are incurred by Seller. If Buyer, in its sole and absolute discretion, shall determine that the Property is not satisfactory or suitable for any reason whatsoever, or if the Buyer is not able to obtain a variance which will allow the use and operation of the Property as desired, then Buyer may terminate this Contract on or before the expiration of the Inspection Period by giving written notice of termination to Seller. In such event, the Deposit shall be promptly refunded to the Buyer, whereupon the Contract shall terminate and no party shall have no further obligations thereunder.
6. The Buyer shall have ten (10) days after receipt of title evidence to examine same and to notify Buyer of title defects, if any, that make the title to the Property unmarketable. The Seller shall be under no obligation to cure any such title defects. The Buyer shall either waive the defect and accept title "as is", or receive a refund of its Deposit thereby releasing Buyer and Seller from all further obligation under the Contract.
7. The Buyer shall have the right to assign the Contract to an affiliated entity, owned and controlled by Buyer or its majority shareholders.
8. In the event of a default by the Buyer, the Seller's sole remedy shall be to retain the Deposit as agreed liquidated damages with no other remedies, including the right of specific performance against the Buyer. In the event of a default by the Seller, the Buyer's sole remedy shall be to terminate the Contract and receive a refund of its Deposit, with no other remedies, including the right of specific performance against the Seller.

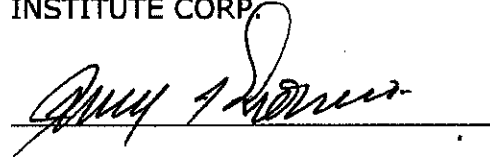
9. All capitalized terms used in this Addendum shall be defined as set forth in the Contract.
10. Except as modified herein, all other terms and conditions of the Contract shall remain in full force and effect.
11. In the event of any conflict between the terms of this Addendum and the Contract, the terms of this Addendum shall control.
12. A facsimile or email of this Addendum and any signatures thereon shall be considered for all purposes as originals. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Addendum.

IN WITNESS WHEREOF, each of the parties have set their seals upon the dates indicated hereinbelow.

BUYER:

AMERICAN ADVANCED TECHNICIANS
INSTITUTE CORP.

BY:



Title: President

Date: April 23, 2012

SELLER:

CITY OF HIALEAH

BY: _____

Title: _____

Date: April _____, 2012